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LAWYERS
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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CP

DEPUTY

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY FAX

MITCHELL EGGERS, an individual,
Plaintiff,

v.

CAMPAGNOLO NORTH AMERICA,
INC., a corporation, B&L BIKE AND
SPORTS, INC., a corporation, and
DOES 1 through 10, Inclusive,

Defendants.

'08 CV 0198 JM LSP
CASE NO.

1. NEGLIGENCE (PRODUCTS LIABILITY)
2. STRICT PRODUCTS LIABILITY
3. BREACH OF EXPRESS AND IMPLIED WARRANTY
4. FALSE REPRESENTATION
5. FAILURE TO WARN

DEMAND FOR JURY TRIAL

COME NOW Plaintiff MITCHELL EGGERS, individually, and for causes of action against Defendants CAMPAGNOLO NORTH AMERICA, INC., a corporation, B&L BIKE AND SPORTS, INC., a corporation, and DOES 1 through 10, Inclusive, and each of them, complains and alleges as follows:

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1. This Court has original jurisdiction under 28 USC § 1332 in that this is a civil action between citizens of different states in which the amount in controversy exceeds, exclusive of costs and interest, seventy five thousand dollars (\$75,000.00).

2. Plaintiff, MITCHELL EGGERS, at all relevant times was, and is, a resident of the City of Austin, State of Texas.

3. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendant CAMPAGNOLO NORTH AMERICA, INC., was and is a corporation, authorized to do business and doing business in the City of Carlsbad, County of San Diego, State of California.

4. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendant B&L BIKE AND SPORTS, INC., was and is a corporation, authorized to do business and doing business in the City of Solana Beach, County of San Diego, State of California.

5. Venue is proper in the Southern District of California in that Defendants CAMPAGNOLO NORTH AMERICA, INC., and B&L BIKE AND SPORTS, INC., are subject to personal jurisdiction in this District at the time the action is being commenced, and a substantial part of the acts, events or omissions giving rise to the claims alleged herein occurred in this District. (28 USC § 1391).

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GENERAL ALLEGATIONS

6. On or about May 10, 2007 at approximately 1:00 p.m., Plaintiff MITCHELL EGGERS (hereafter "Plaintiff") was riding his 2006 Serotta Ottrott road racing bike (hereafter "Subject Product") he purchased from Defendant B&L BIKE AND SPORTS, INC. for approximately \$8,000.00. While riding in a reasonable and foreseeable manner the right Campagnolo chorus pedal axle of the Subject Product suddenly and unexpectedly broke loose causing Plaintiff to violently fall to the pavement suffering serious and permanent injuries.

7. The true names and/or capacities, whether individual, corporate, associate or otherwise, of Defendants DOES 1 through 10, inclusive, and each of them, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believe and thereon allege that each of the Defendants fictitiously named herein as a DOE is legally responsible, negligently or in some other actionable manner, for the events and happenings hereinafter referred to, and thereby proximately caused the injuries and damages to plaintiffs as hereinafter alleged. Plaintiff will seek leave of court to amend this Complaint and state the true names and/or capacities of said fictitiously named Defendants when the same have been ascertained.

8. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants CAMPAGNOLO NORTH AMERICA, INC., B&L BIKE AND SPORTS, INC., and DOES 1 through 10, inclusive, and each of them, were the agents, servants, employees and/or joint venturers of their co-Defendants, and each was, as such, acting within the course, scope and authority of said agency, employment and/or venture, and that each and every Defendant, as aforesaid, when

1 acting as a principal, was negligent in the selection and hiring of each and every
2 other Defendant as an agent, employee and/or joint venturer.

3
4 9. Plaintiff is informed and believes, and thereon alleges, that at all times
5 mentioned herein, said Subject Product was manufactured, designed, assembled,
6 compounded, tested, inspected, packaged, labeled, fabricated, constructed,
7 analyzed, controlled, stored, distributed, serviced, merchandised, recommended,
8 advertised, promoted, marketed and sold by Defendants CAMPAGNOLO NORTH
9 AMERICA, INC., B&L BIKE AND SPORTS, INC., and DOES 1 through 10,
10 inclusive (hereafter "Defendants"), and each of them, with the consent, knowledge,
11 permission and or instruction of each of said Defendant, and each of them.

12 13 **FIRST CAUSE OF ACTION**

14 **(Negligence (Products Liability) As Against Defendants**

15 **CAMPAGNOLO NORTH AMERICA, INC., B&L BIKE AND SPORTS, INC.**
16 **and DOES 1 through 10, Inclusive)**

17
18 10. Plaintiff re-alleges and incorporates herein by reference each and every
19 allegation and statement contained in the prior paragraphs.

20
21 11. Plaintiff is informed and believes, and thereon alleges, that at all times
22 herein mentioned, Defendants, and each of them, were engaged in the business of
23 manufacturing, designing, assembling, compounding, testing, inspecting,
24 packaging, labeling, fabricating, constructing, analyzing, controlling, storing,
25 distributing, warning, supplying servicing, merchandising, recommending,
26 advertising, promoting, supplying, marketing, warranting, leasing, renting, buying,
27 selling and providing various models of bicycles including the Subject Product and
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1 its component parts and constituents, to be used by members of the general public.
2 Defendants, and each of them, had a duty to act reasonably in doing said activities.
3

4 12. Plaintiff is informed and believes, and thereon alleges, that at all times
5 herein mentioned, Defendants, and each of them, knew, or in the exercise of
6 ordinary and reasonable care should have known, that the Subject Product was of
7 such a nature that it was manufactured, designed, assembled, compounded, tested,
8 inspected, packaged, labeled, fabricated, constructed, analyzed, controlled, stored,
9 distributed, serviced, merchandised, recommended, advertised, promoted, marketed
10 warranted, leased, rented, and sold in an unreasonable manner and that the warnings
11 and instructions provided with the product, if any, were not reasonable, or the lack
12 of warnings was not reasonable, and as such, Defendants, and each of them,
13 breached their duty to act reasonably.
14

15 13. Plaintiff is informed and believes, and thereon alleges, that at all times
16 herein mentioned, Defendants, and each of them, carelessly, negligently and
17 recklessly manufactured, designed, assembled, compounded, tested or failed to test,
18 inspected or failed to inspect, packaged, labeled, fabricated, constructed, analyzed,
19 controlled or failed to control, stored, distributed, serviced, merchandised,
20 recommended, advertised, promoted, marketed and sold the said Subject Product
21 and its component parts and constituents, so that it was in a dangerous and defective
22 condition, and unsafe for the use and purpose for which it was intended when used
23 as recommended by the said Defendants, and each of them, and as a direct and
24 proximate result of Defendants' said misconduct, Plaintiff suffered the damages
25 alleged herein.

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1 14. Plaintiff is informed and believes and thereon alleges, that
2 Defendants, and each of them, knew or should of known that the Subject Product
3 was in a dangerous and defective condition as a result of Defendants careless and
4 negligent conduct, yet Defendants still put the Subject Product into the stream of
5 commerce. Plaintiff is further informed and believes, and thereon alleges, that as a
6 result of the Defendants' said negligent and reckless conduct, the Subject Product
7 was not appropriate for the use and purpose for which it was intended, and that it
8 was likely to injure the person or persons by whom it was used. Further, the said
9 defective and dangerous condition of the Subject Product was not made known to
10 Plaintiff.

11
12 15. As a direct and proximate result of the conduct of the Defendants, and each
13 of them, as aforesaid, Plaintiff was injured and hurt in his health, strength and
14 activity, sustaining injuries to his body, and shock and injury to his nervous systems
15 and person, all of which said injuries have caused and continue to cause the
16 Plaintiff great physical, mental and nervous pain and suffering. Plaintiff is
17 informed and believes, and thereon alleges, that said injuries will result in some
18 permanent disability, all to his general damages in an amount which will be stated
19 according to proof, which amount is in excess of Seventy-Five Thousand Dollars
20 (\$75,000.00).

21
22 16. As a direct and proximate result of the conduct of the Defendants, and each
23 of them, as aforesaid, the Plaintiff was compelled to and did employ the services of
24 hospitals, physicians, surgeons, nurses and the like, to care for and treat him, and
25 did incur hospital, medical, professional and incidental expenses, and Plaintiff is
26 informed and believes, and thereon alleges, that by reason of his injuries, Plaintiff
27 will necessarily incur additional like expenses for an indefinite period of time in the
28

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1 future, the exact amount of which expenses will be stated according to proof at time
2 of trial.

3
4 17. As a direct and proximate result of the conduct of the Defendants, and each
5 of them, as aforesaid, Plaintiff was prevented from attending to his usual
6 occupation, and Plaintiff is informed and believes, and thereon alleges, that he will
7 thereby be prevented from attending to his usual occupation for a period of time in
8 the future, and thereby will also sustain a loss of earning capacity, in addition to lost
9 earnings, past, present and future; the exact amount of such losses is unknown to
10 Plaintiff at this time, and when said amounts are ascertained, Plaintiff will ask leave
11 of court to amend this Complaint and allege said amounts according to proof at time
12 of trial.

13
14 18. As a direct and proximate result of the conduct of the Defendants, and each
15 of them, as aforesaid, Plaintiff's property was damaged, and Plaintiff has thereby
16 sustained property damage in an amount as yet unascertained, and other economic
17 damage as a result of the property damage, and when said amounts are ascertained,
18 Plaintiff will ask leave of court to amend this Complaint and allege said amounts,
19 according to proof at time of trial.

20 21 **SECOND CAUSE OF ACTION**

22 (Strict Products Liability As Against Defendants

23 **CAMPAGNOLO NORTH AMERICA, INC., B&L BIKE AND SPORTS, INC.**
24 **and DOES 1 through 10, Inclusive)**

25
26 19. Plaintiff re-alleges and incorporates herein by reference each and every
27 allegation and statement contained in the prior paragraphs.
28

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20. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants, and each of them, manufactured, designed, assembled, compounded, tested, inspected, packaged, labeled, fabricated, constructed, analyzed, controlled, stored, distributed, serviced, merchandised, recommended, advertised, promoted, marketed warranted, leased, rented, and sold the Subject Product, and warned or failed to warn, and instructed or failed to instruct, anticipated users of the Subject Product, concerning use of the product and its parts.

21. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, the Subject Product, which caused the injuries and damages complained of herein, was defective when placed on the market by Defendants, and each of them, and was of such a nature that the defects would not be discovered in the normal course of inspection and operation by users thereof.

22. Plaintiff, is informed and believes, and thereon alleges, that on or about May 10, 2007 when the incident giving rise to this lawsuit occurred, the Subject Product was being operated by Plaintiff in a reasonably foreseeable manner. Specifically, on May 10, 2007 at approximately 1:00p.m., Plaintiff was riding the bike in a reasonable and foreseeable manner when the right Campagnolo chorus pedal axle of the Subject Product suddenly and unexpectedly broke loose causing Plaintiff to violently fall to the pavement suffering serious and permanent injuries.

23. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, the Subject Product, was defective in design, testing, development, manufacture, fabrication, assembly, package, construction, analysis, distribution, inspection, service, repair, marketing, promotion, warranting, and/or modification, and the warnings and instructions, if any, were defective and inadequate, in that the Subject Product was capable of causing, and did cause, personal injuries to the

1 ordinary users thereof while being used in a reasonably foreseeable manner, thereby
2 rendering the Subject Product defective, unsafe, and dangerous for use by the users
3 thereof.

4
5 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, the Subject Product, was defective in design, testing, development,
7 manufacture, fabrication, assembly, distribution, warnings, instructions, inspection,
8 service, repair, marketing, and/or modification, and said defects in the Subject
9 Product legally and proximately caused the injuries and damages which Plaintiffs
10 complains of herein.

11
12 25. As a direct and proximate result of the conduct of the Defendants, and each
13 of them, as aforesaid, Plaintiff was injured and hurt in his health, strength and
14 activity, sustaining injuries to his body, and shock and injury to his nervous systems
15 and person, all of which said injuries have caused and continue to cause the
16 Plaintiff great physical, mental and nervous pain and suffering. Plaintiff is
17 informed and believes, and thereon alleges, that said injuries will result in some
18 permanent disability, all to his general damages in an amount which will be stated
19 according to proof, which amount is in excess of Seventy-Five Thousand Dollars
20 (\$75,000.00).

21
22 26. As a direct and proximate result of the conduct of the Defendants, and each
23 of them, as aforesaid, the Plaintiff was compelled to and did employ the services of
24 hospitals, physicians, surgeons, nurses and the like, to care for and treat him, and
25 did incur hospital, medical, professional and incidental expenses, and Plaintiff is
26 informed and believes, and thereon alleges, that by reason of his injuries, Plaintiff
27 will necessarily incur additional like expenses for an indefinite period of time in the
28

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1 future, the exact amount of which expenses will be stated according to proof at time
2 of trial.

3
4 27. As a direct and proximate result of the conduct of the Defendants, and each
5 of them, as aforesaid, Plaintiff was prevented from attending to his usual
6 occupation, and Plaintiff is informed and believes, and thereon alleges, that he will
7 thereby be prevented from attending to his usual occupation for a period of time in
8 the future, and thereby will also sustain a loss of earning capacity, in addition to lost
9 earnings, past, present and future; the exact amount of such losses is unknown to
10 Plaintiff at this time, and when said amounts are ascertained, the Plaintiff will ask
11 leave of court to amend this Complaint and allege said amounts according to proof
12 at time of trial.

13
14 28. As a direct and proximate result of the conduct of the Defendants, and each
15 of them, as aforesaid, Plaintiff's property was damaged, and Plaintiff has thereby
16 sustained property damage in an amount as yet unascertained, and other economic
17 damage as a result of the property damage, and when said amounts are ascertained,
18 Plaintiff will ask leave of court to amend this Complaint and allege said amounts,
19 according to proof at time of trial.

20
21 **THIRD CAUSE OF ACTION**

22 **(Breach of Express and Implied Warranties By Plaintiff**

23 **As Against All Defendants, including DOES 1 through 10, Inclusive)**

24
25 29. Plaintiff re-alleges and incorporates herein by reference each and every
26 allegation and statement contained in the prior paragraphs.

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28 //

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1 30. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants, and each of them, expressly and/or impliedly warranted to
3 Plaintiff, and to that class of people who would normally be expected to use and/or
4 operate that the Subject Product, that the Subject Product was of merchantable
5 quality and production, free from design and manufacturing defects, and safe for the
6 use for which it was intended.

7
8 31. Plaintiff is informed and believes, and thereon alleges, that at all times
9 herein mentioned, Defendants, and each of them, breached the above-described
10 express and/or implied warranties, in that the Subject Product was not of
11 merchantable quality and production, was not free from design and manufacturing
12 defects, and was not safe for the use for which it was intended.

13
14 32. Plaintiff is informed and believes, and thereon alleges, that on or about May
15 10, 2007 when the incident giving rise to this lawsuit occurred, the Subject Product
16 was being operated by Plaintiff in a reasonably foreseeable manner. Specifically,
17 on May 10, 2007 at approximately 1:00p.m., Plaintiff was riding the bike in a
18 reasonable and foreseeable manner when the right Campagnolo chorus pedal axle of
19 the Subject Product suddenly and unexpectedly broke loose causing Plaintiff to
20 violently fall to the pavement suffering serious and permanent injuries.

21
22 33. As a direct and legal result of the breach by Defendants, and each of them, of
23 the above-described express and/or implied warranties, Plaintiff was caused to
24 suffer severe personal injuries.

25
26 34. As a direct and proximate result of the conduct of the Defendants, and each
27 of them, as aforesaid, Plaintiff was injured and hurt in his health, strength and
28 activity, sustaining injuries to his body, and shock and injury to his nervous systems

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1 and person, all of which said injuries have caused and continue to cause the
2 Plaintiff great physical, mental and nervous pain and suffering. Plaintiff is
3 informed and believes, and thereon alleges, that said injuries will result in some
4 permanent disability, all to his general damages in an amount which will be stated
5 according to proof, which amount is in excess of Seventy-Five Thousand Dollars
6 (\$75,000.00).

7
8 35. As a direct and proximate result of the conduct of the Defendants, and each
9 of them, as aforesaid, the Plaintiff was compelled to and did employ the services of
10 hospitals, physicians, surgeons, nurses and the like, to care for and treat him, and
11 did incur hospital, medical, professional and incidental expenses, and Plaintiff is
12 informed and believes, and thereon alleges, that by reason of his injuries, Plaintiff
13 will necessarily incur additional like expenses for an indefinite period of time in the
14 future, the exact amount of which expenses will be stated according to proof at time
15 of trial.

16
17 36. As a direct and proximate result of the conduct of the Defendants, and each
18 of them, as aforesaid, Plaintiff was prevented from attending to his usual
19 occupation, and Plaintiff is informed and believes, and thereon alleges, that he will
20 thereby be prevented from attending to his usual occupation for a period of time in
21 the future, and thereby will also sustain a loss of earning capacity, in addition to lost
22 earnings, past, present and future; the exact amount of such losses is unknown to
23 Plaintiff at this time, and when said amounts are ascertained, the Plaintiff will ask
24 leave of court to amend this Complaint and allege said amounts according to proof
25 at time of trial.

26
27 37. As a direct and proximate result of the conduct of the Defendants, and each
28 of them, as aforesaid, Plaintiff's property was damaged, and Plaintiff has thereby

1 sustained property damage in an amount as yet unascertained, and other economic
 2 damage as a result of the property damage, and when said amounts are ascertained,
 3 Plaintiff will ask leave of court to amend this Complaint and allege said amounts,
 4 according to proof at time of trial.

5 6 **FORTH CAUSE OF ACTION**

7 **(False Representation Under Restatement of Torts 2nd § 402(B) By Plaintiff** 8 **As Against All Defendants, including DOES 1 through 10, Inclusive)**

9
 10 38. Plaintiff re-alleges and incorporates herein by reference each and every
 11 allegation and statement contained in the prior paragraphs.

12
 13 39. At the aforementioned time when Defendants, and each of them,
 14 manufactured, designed, assembled, compounded, tested or failed to test, inspected
 15 or failed to inspect, packaged, labeled, fabricated, constructed, analyzed,
 16 distributed, serviced, merchandised, recommended, advertised, promoted, marketed
 17 and sold the said Subject Product, and its component parts and constituents, as set
 18 forth herein above, Defendants, and each of them, expressly and impliedly
 19 represented to members of the general public, including Plaintiff, that the Subject
 20 Product and its component parts and constituents, was of merchantable quality and
 21 safe for the use for which it was intended.

22
 23 40. Plaintiff relied upon said representations of Defendants, and each of them, in
 24 the selection, purchase and use of said Subject Product.

25
 26 41. Plaintiff is informed and believes, and thereon alleges, that said
 27 representations by Defendants, and each of them, were false and untrue, in that the
 28 Subject Product was not safe for its intended use, nor was it of merchantable quality

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1 as represented by Defendants, and each of them, in that it had very dangerous
2 properties and defects that caused injury and damage to the users of said product,
3 including Plaintiff, thereby threatening the health and life of Plaintiff.
4

5 42. Plaintiff is informed and believes, and herein alleges, that as a legal and
6 proximate result of said false representations by Defendants, and each of them,
7 Plaintiff sustained the injuries and damages complained of herein.
8

9 43. As a direct and proximate result of the conduct of the Defendants, and each
10 of them, as aforesaid, Plaintiff was injured and hurt in his health, strength and
11 activity, sustaining injuries to his body, and shock and injury to his nervous systems
12 and person, all of which said injuries have caused and continue to cause the
13 Plaintiff great physical, mental and nervous pain and suffering. Plaintiff is
14 informed and believes, and thereon alleges, that said injuries will result in some
15 permanent disability, all to his general damages in an amount which will be stated
16 according to proof, which amount is in excess of Seventy-Five Thousand Dollars
17 (\$75,000.00).
18

19 44. As a direct and proximate result of the conduct of the Defendants, and each
20 of them, as aforesaid, the Plaintiff was compelled to and did employ the services of
21 hospitals, physicians, surgeons, nurses and the like, to care for and treat him, and
22 did incur hospital, medical, professional and incidental expenses, and Plaintiff is
23 informed and believes, and thereon alleges, that by reason of his injuries, Plaintiff
24 will necessarily incur additional like expenses for an indefinite period of time in the
25 future, the exact amount of which expenses will be stated according to proof at time
26 of trial.

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45. As a direct and proximate result of the conduct of the Defendants, and each of them, as aforesaid, Plaintiff was prevented from attending to his usual occupation, and Plaintiff is informed and believes, and thereon alleges, that he will thereby be prevented from attending to his usual occupation for a period of time in the future, and thereby will also sustain a loss of earning capacity, in addition to lost earnings, past, present and future; the exact amount of such losses is unknown to Plaintiff at this time, and when said amounts are ascertained, the Plaintiff will ask leave of court to amend this Complaint and allege said amounts according to proof at time of trial.

46. As a direct and proximate result of the conduct of the Defendants, and each of them, as aforesaid, Plaintiff's property was damaged, and Plaintiff has thereby sustained property damage in an amount as yet unascertained, and other economic damage as a result of the property damage, and when said amounts are ascertained, Plaintiff will ask leave of court to amend this Complaint and allege said amounts, according to proof at time of trial.

FIFTH CAUSE OF ACTION

**(Failure to Warn By Plaintiff As Against All Defendants,
including DOES 1 through 10, Inclusive)**

47. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in the prior paragraphs.

48. Plaintiff is informed and believes, and thereon alleges, that at all times herein relevant when Defendants, and each of them, manufactured designed, assembled, compounded, tested, inspected, packaged, labeled, fabricated, constructed, analyzed, distributed, serviced, merchandised, recommended, advertised, promoted,

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1 marketed, and sold the Subject Product, and all component parts thereof, the
2 Subject Product was defective as a result of the Defendant's failure to give a clear,
3 specific, and adequate warning by sign, label or otherwise as to said Subject
4 Product's inherent dangers or the additional dangers caused by the defective
5 condition of the Subject Product, thereby making the Subject Product unsafe for its
6 intended purposes.

7
8 49. As a legal and proximate result of the careless, negligent and reckless failure
9 to warn by Defendants, and each of them, Plaintiff suffered the injuries and
10 damages complained of herein.

11
12 50. As a direct and proximate result of the conduct of the Defendants, and each
13 of them, as aforesaid, Plaintiff was injured and hurt in his health, strength and
14 activity, sustaining injuries to his body, and shock and injury to his nervous systems
15 and person, all of which said injuries have caused and continue to cause the
16 Plaintiff great physical, mental and nervous pain and suffering. Plaintiff is
17 informed and believes, and thereon alleges, that said injuries will result in some
18 permanent disability, all to his general damages in an amount which will be stated
19 according to proof, which amount is in excess of Seventy-Five Thousand Dollars
20 (\$75,000.00).

21
22 51. As a direct and proximate result of the conduct of the Defendants, and each
23 of them, as aforesaid, the Plaintiff was compelled to and did employ the services of
24 hospitals, physicians, surgeons, nurses and the like, to care for and treat him, and
25 did incur hospital, medical, professional and incidental expenses, and Plaintiff is
26 informed and believes, and thereon alleges, that by reason of his injuries, Plaintiff
27 will necessarily incur additional like expenses for an indefinite period of time in the
28

1 future, the exact amount of which expenses will be stated according to proof at time
2 of trial.

3
4 52. As a direct and proximate result of the conduct of the Defendants, and each
5 of them, as aforesaid, Plaintiff was prevented from attending to his usual
6 occupation, and Plaintiff is informed and believes, and thereon alleges, that he will
7 thereby be prevented from attending to his usual occupation for a period of time in
8 the future, and thereby will also sustain a loss of earning capacity, in addition to lost
9 earnings, past, present and future; the exact amount of such losses is unknown to
10 Plaintiff at this time, and when said amounts are ascertained, the Plaintiff will ask
11 leave of court to amend this Complaint and allege said amounts according to proof
12 at time of trial.

13
14 53. As a direct and proximate result of the conduct of the Defendants, and each
15 of them, as aforesaid, Plaintiff's property was damaged, and Plaintiff has thereby
16 sustained property damage in an amount as yet unascertained, and other economic
17 damage as a result of the property damage, and when said amounts are ascertained,
18 Plaintiff will ask leave of court to amend this Complaint and allege said amounts,
19 according to proof at time of trial.

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1 WHEREFORE, Plaintiff MITCHELL EGGERS, prays judgment against
2 Defendants, and each of them, as follows:
3

4 1. For general damages in an amount in excess of Seventy-Five Thousand
5 Dollars (\$75,000.00), and according to proof;
6

7 2. For hospital, medical, professional and incidental expenses, according
8 to proof;
9

10 3. For loss of earnings and loss of earning capacity, according to proof;
11

12 4. For prejudgment interest, according to proof;
13

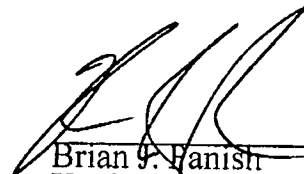
14 5. For damages for Plaintiffs' property and economic damage related
15 thereto, according to proof;
16

17 6. For costs of suit incurred herein; and
18

19 7. For such other and further relief as the Court may deem just and
20 proper.
21

22 DATED: January 31, 2008

PANISH, SHEA & BOYLE, LLP

23
24
25 
26 Brian J. Panish
27 Kevin R. Boyle
28 Attorneys for Plaintiff

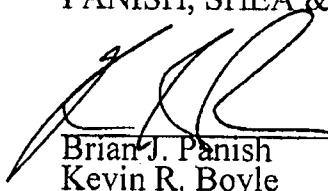
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury for all causes of action in the instant matter.

DATED: January 31, 2008

PANISH, SHEA & BOYLE, LLP



Brian J. Panish
Kevin R. Boyle
Attorneys for Plaintiff

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**UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION**

147153 - SR

**February 01, 2008
14:43:17**

Civ Fil Non-Pris

USAO #: 08CV0198 CIV. FIL.

Judge.: JEFFREY T MILLER

Amount.: \$350.00 CK

Check#: BC#207515

Total-> \$350.00

**FROM: EGGERS V. CAMPAGNOLO NORTH
AMERICA, ET AL
CIVIL FILING**

JS 44
(Rev. 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Mitchell Eggers

DEFENDANTS

Campagnolo North America, Inc., a corporation, ~~Off-Bike and Sports, Inc., a corporation, and DOES 1 through 10,~~ inclusive. **FILED**
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY FAX

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Travis County
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Los Angeles
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Panish, Shea & Boyle, LLP
11111 Santa Monica Blvd.,
Suite 700
Los Angeles, CA 90025
310/477-1700

ATTORNEYS (IF KNOWN)

Unknown.

'08 CV 0198 JM LSP

II. BASIS OF JURISDICTION (PLACE AN 'X' IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only)

(PLACE AN 'X' IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PT | DEF | | PT | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Negligence (product liability), strict products liability, breach of express and implied warranty, false representation, failure to warn, Jurisdiction is proper under 28 USC 1332

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reappointment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commercial/CC Rates/etc.
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 680 Other	<input type="checkbox"/> 861 HIA (13958)	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 365 Other Personal Injury Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 195 Contract Product Liability	REAL PROPERTY	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 210 Land Condemnation	CIVIL RIGHTS	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 896 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 444 Welfare			<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights			<input type="checkbox"/> 890 Other Statutory Actions
	PRISONER PETITIONS			
	<input type="checkbox"/> 510 Motion to Vacate Sentence			
	HABEAS CORPUS:			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Conditions			

VI. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removal from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ 0.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY

(See Instructions):

JUDGE

Docket Number

DATE

SIGNATURE OF ATTORNEY OF RECORD

February 1, 2008

147153 B350

:ODMAPDCOSWORDPERFECT228161 January 24, 2000 (3:10pm)

2/1/08